from paying compensation, in the absence of special statutory provision as to subrogation. *Newark Paving Co.* v. *Klotz*, 85 N. J. L. 432, 91 Atl. 91. See 26 HARV. L. REV. 377. By electing to claim under the statute, the employee surrenders his common-law rights against his employer and becomes entitled to compensation without regard to the employer's negligence. Hence, even if the employer had been at fault, the release should have no particular significance, for it adds nothing to the legal effect of the statute itself. In either case there seems to be no reason why the statute should operate to shield third-party tortfeasors. Compensation was not received from the employer as tortfeasor, and was at most only partial reparation for the injury sustained. See 28 HARV. L. REV. 307. Even among joint tortfeasors the release of one upon partial satisfaction has been held to release the other only *pro tanto*. *Bailey* v. *Delta Electric Light, etc. Co.*, 86 Miss. 634, 38 So. 354. The result in the principal case is further justified by the amended New Jersey Act, which permits the compensated employee to sue a third party, the employer being entitled upon notice to such third party to repayment out of any settlement or judgment to the extent of his payments under the Act. N. J. LAWS, 1913, c. 174, § 8. Under the English Workmen's Compensation Act, precluding the recovery of both compensation and damages, a contrary conclusion is reached. *Mahomed* v. *Maunsell*, 1 Butterworth's Work. Comp. C. N. S. 269. Most of the statutes in this country, however, have special provisions on the point, insuring the employee full, but no more than full, satisfaction. By the commonest of these, an employer having paid compensation is subrogated to his employee's rights against third persons, but must pay the employee any excess in recovery over compensation paid. See, for example, CONN. LAWS, 1913, ch. 138, pt. B, § 6.

MECHANICS' LIENS — ARCHITECT'S LIEN FOR PLANS ACCEPTED BUT NOT USED TO EFFECT ACTUAL IMPROVEMENT ON THE LAND. — An architect, under contract with the defendant, made plans for a building whose construction he was to superintend. After accepting the plans, but before any work had been done on the land, the defendant repudiated the contract. The mechanics' lien law, MINN. GEN. STAT., 1913, § 7020, gives anyone who contributes to the improvement of real estate a lien "upon such improvement and upon the land on which it is situated." *Held*, that the architect was entitled to a lien on the land on which the building was to have been erected. *Lamoreaux* v. *Andersch*, 150 N. W. 908 (Minn.).

The court reasons that the broad policy indicated by the mechanics' lien law demands a lien where there would have been an improvement if the owner had performed his contract, even though the statute literally requires an actual improvement. The motive which underlies mechanics' lien statutes seems to be a sense of the injustice of letting one man be enriched by another man's unpaid services. See PHILLIPS, MECHANICS' LIENS, § 6. They owe their legislative origin to the analogy of the common-law lien, which attached only to chattels actually improved by the bailee. See *Esterley's Appeal*, 54 Pa. 192, 193. The language of some statutes, it is true, is broader and indicates a departure from this traditional view that there must be on the land a tangible embodiment of the lienor's labor or substance; and it has been held under such statutes that there may be a lien for materials tendered but wrongfully rejected by the owner and never used on the land. *Thomas Tramwell & Co.* v. *Mount*, 68 Tex. 210, 4 S. W. 377; *Hinchman* v. *Graham*, 2 Serg. & R. (Pa.) 170. The class of statutes to which the Minnesota law belongs, however, gives little countenance to such an interpretation; and there seems to be nothing in the purpose of the act which calls for judicial extension of its language. But see *Burns* v. *Sewell*, 48 Minn. 425, 51 N. W. 224. Under a statute which differs but slightly from that involved in the principal case, Iowa has reached the opposite result. *Foster* v. *Tierney*, 91 Ia. 253, 59 N. W. 56.